IN RE: PETITION FOR ZONING VARIANCE SEC York Road & Towsontowne * ZONING COMMISSIONER Boulevard 208 York Road * OF BALTIMORE COUNTY 9th Election District 4th Councilmanic District * Case No. 91-74-A Oliver S. Travers, et ux, Contract Purchasers Baltimore County, Maryland Legal Owners Petitioners

FINDINGS OF FACT AND CONCLUSIONS OF LAW

* * * * * * * * * *

The Petitioners herein request a variance from Section 409.6 of the Baltimore County Zoning Regulations (B.C.Z.R.) to permit 22 parking spaces in lieu of the required 64, as more particularly described on Petitioners' Exhibit No. 1.

The Petitioners, Oliver and Mary Jean Travers, appeared and testified and were represented by David E. Belcher, Esquire. Appearing on behalf of the Petition were Kelly Groff, Baltimore County Office of Promotion and Tourism, Sara J. Blevins and Dennis F. Maloney of Baltimore County Bureau of Land Acquisition and Adam Wasserman of Baltimore County Department of Economic Development. Also appearing on behalf of the Petition were Stephen M. Judge and Thomas S. Travers. There were no Protestants.

Testimony indicated that Baltimore County has leased the subject premises to the Wilson Electric Company (owned by the Petitioners) for the past 2-1/2 years. Pursuant to said lease, Petitioners have an option to purchase the subject property which they intend to exercise. Testimony indicated that they share the available parking spaces with the Office of Promotion and Tourism for Baltimore County which is located to the east of the subject site along Towsontowne Boulevard.

The Petitioners testified that the existing 22 parking spaces are

PETITION FOR ZONING VARIANCE

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a

Variance from Section 409.6 To permit 22 parking spaces in lieu.....

of the Zoning Regulations of Baltimore County, to the Zoning Law of Baltimore County; for the

TO BE ESTABLISHED AT HEARING - HARDSHIP

I, or we, agree to pay expenses of above Variance advertising, posting, etc., upon filing of this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law For Baltimore County.

ORDERED By The Zoning Commissioner of Baltimore County, this _____ day

Legal Owner(s):

I/We do solemnly declare and affirm,

under the penalties of perjury, that I/we are the legal owner(s) of the property

which is the subject of this Petition.

BALTIMORE COUNTY, MARYLAND

Signature
SHIRLEY M. MURPHY, CHIEF

BUREAU OF LAND ACQUISITION

(Type or Print Name)

(Type or Print Name)

Property is to be posted and advertised as prescribed by Zoning Regulations.

of the required 64.

22 parking spaces instead of the required 64.

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

following reasons: (indicate hardship or practical difficulty)

Murs A. Marine

May Jean Traves

David E. Belcher, Esquire

(Type or Print Name) Semmes Rowen & Semmes

Contract Purchaser:

Address

Mary Jean Travers

Towson, MD 21204

Attorney for Petitioner:

Signature 401 Washington Avenue

Attorney's Telephone No.: __296-4400__

P.O. Box 6705

(Type or Print Name)

more than adequate to service their facility and provide parking space for the infrequent visitors to the Office of Tourism.

Proffered testimony indicated that the peak hours of operation for the Wilson Electric Company are on Saturdays during which time the Office of Tourism is closed. Additionally, testimony indicated that there would be no adverse impact on any residential community, should the relief be granted, as there are no adjoining neighborhoods into which overflow parking would have convenient access.

An area variance may be granted where strict application of the zoning regulations would cause practical difficulty to the Petitioner and his property. McLean v. Soley, 270 Md. 208 (1973). To prove practical difficulty for an area variance, the Petitioner must meet the following:

> whether strict compliance with requirement would unreasonably prevent the use of the property for a permitted purpose or render conformance unnecessarily burdensome;

> 2) whether the grant would do substantial injustice to applicant as well as other property owners in the district or whether a lesser relaxation than that applied for would give substantial relief; and

> 3) whether relief can be granted in such fashion that the spirit of the ordinance will be observed and public safety and welfare secured.

Anderson v. Bd. of Appeals, Town of Chesapeake Beach, 22 Md. App. 28 (1974).

It is clear from the testimony that if the variance is granted, such use as proposed would not be contrary to the spirit of the B.C.Z.R. and would not result in substantial detriment to the public good.

After due consideration of the testimony and evidence presented, it is clear that a practical difficulty or unreasonable hardship would result

-2-

if the variance was not granted. It has been established that the requirements from which the Petitioners seek relief would unduly restrict the use of the land due to the special conditions unique to this particular parcel. In addition, the variance requested will not be detrimental to the public health, safety and general welfare.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and for the reasons given above, the relief requested should be granted.

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this / day of / 1990 that the Petition for a Zoning Variance from Section 409.6 of the B.C.Z.R. to permit 22 parking spaces in lieu of the required 64, in accordance with Petitioners' Exhibit No. 1, is hereby GRANTED, subject, however, to the following restriction which are conditions precedent to the relief granted herein:

> 1. The Petitioners may apply for their building permit and be granted same upon receipt of this Order; however, Petitioners are hereby made aware that proceeding at this time is at their own risk until such time as the 30 day appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the Petitioners would be required to return, and be responsible for returning, said property to its original condition.

> > Zoning Commissioner for Baltimore County

Dennis F. Rasmussen

cc: Peoples Counsel

Baltimore County Zoning Commissioner

Towson, Maryland 21204

Same 7. Rumaneen

David E. Belcher, Esquire 401 Washington Avenue P.O. Box 6705 Towson, Maryland 21204

> RE: Petition for Zoning Variance Case No. 91-74-A Oliver S. Travers, et ux, Contract Purchasers Baltimore County, Md., Legal Owner

Dear Mr. Belcher:

JRH:mmn

NFIRMING ORDER TOW

Enclosed please find the decision rendered in the above captioned case. The Petition for Zoning Variance has been granted in accordance with the attached Order.

In the event the decision rendered is unfavorable to any party, please be advised that any party may file an appeal within thirty (30) days of the date of the Order to the County Board of Appeals. If you require additional information concerning filing an appeal, please feel free to contact our Appeals Clerk at 887-3391.

> Very truly yours, Zoning Commissioner

cc: Peoples Counsel cc: Mr. and Mrs. Oliver S. Travers

METES AND BOUNDS DESCRIPTION OF 0.258 ACRES, PROPERTY TO BE RELEASED

Beginning for the same at a point located on the west side of a 15 foot alley at a distance of 87.66 feet measured N 11° 46′ 30" E along the west side of said alley from a pipe found marking the intersection of the north side of Willow Ave., 40 feet wide, and the west side of said 15 foot wide alley, thence running and binding on the west side of said 15 wide alley (1) N 11° 46′ 30" E 85.00 feet to a point, thence leaving said alley and running (2) N 85° 49' 53" W 123.46 feet to intersect the southeast right of way cut-off line of Towsontown Blvd. and York Rd., thence binding on said cut off-line (3) S 55° 19' 10" W 26.69 feet to a point, said point being 7.31 feet from the end of said cut-off line, thence running parallel to and 5 feet east, measured at right angles to the easternmost right of way line of York Road, 66 feet wide, (4) S 12° 09' 39" W 59.92 feet to a point, thence (5) S 82° 31' 23" E 141.56 feet to the place of beginning.

Containing 11,243 square feet or 0.258 acres of land, more or less.

> Robert M. West Registered Property Line Surveyor #108

Baltimore County Zoning Commissioner Office of Planning & Zoning Towson, Maryland 21204 (301) 887-3353

J. Robert Haines Zoning Commissioner

Account No. 1-801-870-7301-0412** Bureau of Land Acquisition 111 W. Chesapeake Avenue - M.S.#1303 Towson, Maryland 21204

Your File: SP 9-157 Petition for Zoning Variance CASE NUMBER: 91-74-A SEC York Road and Towsontowne Boulevard 208 York Road

9th Election District - 4th Councilmanic Legal Owner(s): Baltimore County, Maryland Contract Purchaser(s): Oliver S. Travers, et ux HEARING: FRIDAY, OCTOBER 19, 1990 at 9:30 a.m.

Please be advised that \$ ** is due for advertising and posting of the above captioned property.

THIS FEE MUST DE PAID AND THE ZONING SIGN & PUST SET(S) RETURNED ON THE DAY OF THE HEARING OR THE URDER SHALL NOT ISSUE. DO NOT REMOVE THE SIGN & POST SET(S) FROM THE PROPERTY UNTIL THE DAY OF THE HEARING.

Please make your check payable to Baltimore County, Maryland. Bring the check and the sign & post set(s) to the Zoning Office, County Office Building, 111 W. Chesapeake Avenue, Room 113, Towson, Maryland Fifteen (15) minutes before your hearing is scheduled to begin.

Be advised that should you fail to return the sign & post set(s), there will be an additional \$50.00 added to the above amount for each such set not returned.

> Very truly yours, ZONING COMMISSIONER

** Advertising forwarded to Central Services using your account number. As such, costs be assessed directly against your budget. No bill will be forthcoming from this office.

PURCHASE ORDER NO. INVOICE IN DUPLICATE TO OFFICE OF TIMORE COUNTY, MARYLAND CENTRAL SERVICES. RENDER SEP-ARATE INVOICE FOR EACH ORDER PURCHASING BUREAU AND EACH SHIPMENT, YOUR FEDERAL OFFICE OF CENTRAL SERVICES D. MUST APPEAR ON YOUR INVOICE. SUITE 412, COURTS BUILDING 401 BOSLEY AVENUE . TOWSON, MARYLAND 21204-4496 VENDOR NO. 737164 SSUED TO PATUXENT PUBLISHING CORP. SHIP TO THE ZONING OFFICE 409 WASHINGTON AVE. ROOM 109 COUNTY OFFICE BUILD. 111 W.CHESAPEAKE AVE. TOWSON MD TOWSON MD 21204 LIVER ON OR BEFORE BUYER DESTINATION S.HAFNER 887-8047 QUANTITY U/M UNIT PRICE **EXTENDED PRICE** COMMODITY NUMBER AND DESCRIPTION .000 5020-09-000-0280 TO ADVERTISE: CASE NUMBER: 91-74-A **961**★YOR/ RCAD OWNER(S): BALTIMORE COUNTYMARYLAND CONTRACT BERCHASER(S): CLIVER S.TRAVERS, ET UX HEARTHG: FRI.OCTO.19,1990 AT 9:30 A.M.. ISSUES: 9/19/96 AND 9/20/90 PLESSE FURNISH OBRIGINAL AND ONE COPY OF CERTIFICATION OF PUBLICATION TO GHEN STEPHENS, XONING OFFICE ROOM 113 COUNTY OFFICE BLDG. 111! WEST CHESAPEAKE AVE., TOWSON, MD. 21204 YEAR FUND AGENCY PROG. OBJ. L.I.-E.C. AMOUNT OUR PURCHASE ORDER NO., ITEM NO., AND COMMODITY NO. MUST APPEAR ON ALL PACKAGES, SHIPPING PAPERS AND INVOICES. 91 | 001 | 070 | 7301 | 9412 | 00 PURCHASES HEREON ARE EXEMPT FROM MARYLAND SALES AND USE TAX -THIS ORDER IS SUBJECT TO THE CONDITIONS AND SPECIAL INSTRUCTIONS ON THE REVERSE SIDE HEREOF INCLUDING HOLD O NOT DUPLICATE THIS

Zoning Commissioner of Baltimore County.

Name, address and phone number of legal owner, con-

Bureau of Land Acquisition 887-3251

tract purchaser or representative to be contacted

Shirley M. Murphy, Chief

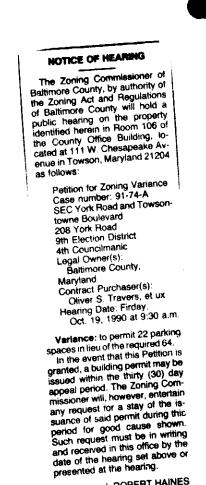
887-3251

887-3269...

9th

11-22 11

of ______, 19_____, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore FILED 8/15/90 BY VLL ANY TIME OR DITY I HR HANG TIME



NOTICE OF HEARING

Petition for Zoning Variance
Case number: 91-74-A
SEC York Road and Towson
towne Boulevard
208 York Road
9th Election District
4th Councilmanic
Legal Owner(s):
Baltimore County,

Maryland
Contract Purchaser(s):
Oliver S. Travers, et ux
Hearing Date: Firday,
Oct. 19, 1990 at 9:30 a.m.

spaces in lieu of the required 64.
In the event that this Petition is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Com-

missioner will, however, entertain any request for a stay of the is-suance of said permit during this period for good cause shown. Such request must be in writing and received in this office by the

date of the hearing set above o

CERTIFICATE OF PUBLICATION

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper published in Towson, Baltimore County, Md., once in each of ____ successive weeks, the first publication appearing on

THE JEFFERSONIAN,



\$ 102.41

CERTIFICATE OF PUBLICATION

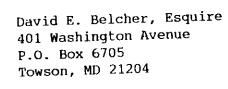
THIS IS TO CERTIFY, that the annexed advertisement was published in TOWSON TIMES, a weekly newspaper published in Towson, Baltimore County, Md., once in each of __ weeks, the first publication appearing on $_$

5. Zete Orlan

Baltimore County Zoning Commissioner Office of Planning & Zoning Towson, Maryland 21204 (301) 887-3353 J. Robert Haines

Zoning Commissioner

October 12, 1990



Dennis F. Rasmussen RE: Item No. 71, Case No. 91-74-A Petitioner: Baltimore County, Maryland Petition for Zoning Variance

Dear Mr. Belcher:

The Zoning Plans Advisory Committee has reviewed the plans submitted with the above referenced petition. The following comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties are made aware of plans or problems with regard to the development plans that may have a bearing on this case. Director of Planning may file a written report with the Zoning Commissioner with recommendations as to the suitability of the requested zoning.

Enclosed are all comments submitted from the members of the Committee at this time that offer or request information on your petition. If similar comments from the remaining members are received, I will forward them to you. Otherwise, any comment that is not informative will be placed in the hearing file. This petition was accepted for filing on the date of the enclosed filing certificate and a hearing scheduled accordingly.

IT WOULD BE APPRECIATED IF YOU WOULD RETURN YOUR WRITTEN COMMENTS TO MY OFFICE, ATTENTION JULIE WINIARSKI. IF YOU HAVE ANY QUESTIONS REGARDING THIS, PLEASE CONTACT HER AT 887-3391.

Zoning Plans Advisory Committee

Enclosures

cc: Mr. Oliver S. Travers 208 York Road Towson, MD 21204

CERTIFICATE OF POSTING ZONING DEPARTMENT OF BALTIMORE COUNTY

Petitioner: 1501/2 Conty, Md. + 6/10 25 Trov-12, of ux

Location of Signe: 100 1 mg 200 1 mg Junik & Touson town block. Con prayer ty & the him

Number of Signs: _____

Baltimore County County Office Building 111 West Chesapeake Avenue

H9100071 FRICE PURLIC HEARING FEES

020 -ZONING VARIANCE (OTHER) \$.00 TOTAL: LAST NAME OF OWNER: BALTIMORE COUNTY,

Please make checks payable to: Baltimore County

Baltimore County Zoning Commissioner Office of Planning & Zoning Towson, Maryland 21204 (301) 887-3353 J. Robert Haines Zoning Commissioner



gelessy

Your petition has been received and accepted for filing this 5th day of September, 1990.

> J. ROBERT HAINES ZONING COMMISSIONER

Zoning Plans Advisory Committee

Petitioner: Baltimore County, Maryland Petitioner's Attorney: David E. Belcher

RE: PETITION FOR VARIANCE SW Corner YOrk Rd. and Towsontowne Blvd. (208 York Rd.):

: BEFORE THE ZONING COMMISSIONER

OF BALTIMORE COUNTY 9th Election District 4th Councilmanic District

BALTIMORE COUNTY, MARYLAND, : Case No. 91-74-A Petitioner

> ::::::: ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the abovecaptioned matter. Notices should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

> Phyllis Cole Friedman People's Counsel for Baltimore County

Peter Max Zumennen Peter Max Zimmerman Deputy People's Counsel Room 304, County Office Building Towson, Maryland 21204 887-2188

I HEREBY CERTIFY that on this 4th day of October, 1990, a copy of the foregoing Entry of Appearance was mailed to Shirley M. Murphy, Chief, Bureau of Land Acquisition, County Office Bldg., Towson, MD 21204; and David E. Belcher, Esquire, 401 Washington Ave., P.O. Box 6705, Towson, MD 21204, Attorney for Contract Purchaser.

> Peter Max Zamen an Peter Max Zimmerman

Baltimore County Zoning Commissioner Office of Planning & Zoning Towson, Maryland 21204 (301) 887-3353 J. Robert Haines

Zoning Commissioner

August 23, 1990

Dennis F. Rasmussen

NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County will hold a public hearing on the property identified herein in Room 106 of the County Office Building located at 111 W. Chesapeake Avenue in Towson, Maryland 21204 as follows:

> Petition for Zoning Variance CASE NUMBER: 91-74-A SEC York Road and Towsontowne Boulevard 20B York Road 9th Election District - 4th Councilmanic Legal Owner(s): Baltimore County, Maryland Contract Purchaser(s): Oliver S. Travers, et ux HEARING: FRIDAY, OCTOBER 19, 1990 at 9:30 a.m.

Variance to permit 22 parking spaces in lieu of the required 64.

In the event that this Petition is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permi during this period for good cause shown. Such request must be in writing and received in this office by the date of the hearing set above or presented at the hearing.

Baltimore County

cc: Shirley/Murphy Land Acquisition (SP 9~157) Oliver S. Travers. et ux David E. Belcher, Esq.

> Wilson Electric Compapny, Item 71 October 1, 1990

If there should be any further questions or if this office can provide additional information, please contact Jeffrey Long in the Office of Planning at 887-3211.

PK/JL/cmm

ITEM71/ZAC1

BALTIMORE COUNTY, MARYLAND INTER-OFFICE CORRESPONDENCE

DATE: October 1, 1990

J. Robert Haines Zoning Commissioner

Pat Keller, Deputy Director Office of Planning and Zoning

SUBJECT: Wilson Electric Company, Item No. 71

This request is for a Variance from Section 409.6 of the

Baltimore County Zoning Regulations (BCZR) to permit 22 parking spaces in lieu of the required 64 parking spaces. This site was the former location of the Bykota House. Baltimore County has leased the premises to Wilson Electric for approximately 2-1/2 years. Parking for the existing retail use, not provided in accordance with the BCZR; 55 parking spaces where required while only 22 are provided. There appears to be some belief by the Bureau of Land Acquisition that parking was "non-conforming."

The proposed 2-story 28'X29' addition on the rear of the building further increases parking requirements. Instead of the Variance, lease agreement with the Baltimore County Revenue Authority to provide the additional 42 spaces is preferable. Parking is available in a new garage which is under construction on the north side of Towsontowne Boulevard in conjunction with the Library expansion and District Court building.

The Towson Plan Update, currently under consideration by the Baltimore County Planning Board, contains a pedestrian system master plan and streetscape design standards which should be incorporated within the plan. Sidewalks appear to be adequate on both streets; however, a landscape plan should be submitted to the Deputy Director of the Office of Planning and Zoning showing landscape treatment existing and proposed along York Road and Towsontowne Boulevard. A minimum of two street trees are needed along the York Road; some additional planting to be determined at the time of landscape plan submittal are needed along Towsontowne Boulevard.

The existing free-standing sign is within the Baltimore County right-of-way. It does not appear to block visibility for motorists or pedestrians. An easement for the sign would be acceptable to this

10/4/90

INTER-OFFICE CORRESPONDENCE SEPTEMBER 11, 1990

J. ROBERT HAINES, ZONING COMMISSONER, DEPARTMENT ZONING

CHARLES E. BURNHAM, PLANS REVIEW CHIEF, DEPARTMENT OF PERMITS & LICENSES (* 23)

SUBJECT:

ZONING ITEM #:71 PROPERTY OWNER: Baltimore County, Maryland

LOCATION: Contract Purchaser: Oliver S. Travers, et ux SWC York Road & Towsontowne Boulevard (#208 York Road) ELECTION DISTRICT: 9th COUNCILMANIC DISTRICT: 4th

A REVIEW OF THE SITE PLAN FOR THE ABOVE ZONING ITEM INDICATES THE FOLLOWING:

PROPOSED SITE PLAN DOES, DOES NOT, COMPLY TO STATE CODE OF MARYLAND REGULATION 05.01.07, MARYLAND BUILDING CODE FOR THE HANDICAPPED.

(★) PARKING LOCATION (×) NUMBER PARKING SPACES (X) BUILDING ACCESS

() RAMPS (degree slope) () CURB CUTS (★) SIGNAGE

() PLAN DOES, DOES NOT COMPLY TO SET BACKS FOR EXTERIOR FIRE SEPARATION DISTANCE OF ARTICLE 5 AND ARTICLE 9 OF THE CURRENT BALTIMORE COUNTY BUILDING CODE.

(X) A BUILDING PERMIT IS REQUIRED BEFORE ANY CONSTRUCTION CAN BEGIN. SECTION 111.1 OF ARTICLE 1. CONSTRUCTION DRAWINGS MAY BE REOUIRED.

() A CHANGE OF OCCUPANCY PERMIT IS REQUIRED TO CHANGE THE EXISTING USE OF THE STRUCTURE TO THE PROPOSED USE. SEE ARTICLE THREE AND ARTICLE ONE, SECTION 103.2 ALTERATIONS MAY BE NECESSARY BY CODE TO COMPLY TO NEW USE REQUIREMENTS.

() STRUCTURE IS SUBJECT TO FLOOD PLAIN LIMITATIONS, SECTION 516.0 COUNCIL BILL #158-88 (BALTIMORE COUNTY BUILDING CODE).

SEMMES, BOWEN & SEMMES

ATTORNEYS AT LAW

250 WEST PRATT STREET

BALTIMORE, MARYLAND 21201

TELEPHONE 301-539-5040

FACSIMILE 301-539-5223

CABLE TREVLAC

TELEX 87 478

October 18, 1990

Petitioner: Baltimore Count, Maryland

208 York Road

principals of Wilson Electric Company which is now conducting a retail lighting business at the 208 York Road location. The

Travers are lessees of the property under a Lease dated October

30, 1987, between the County and the Ward Development Company

(copy attached) (the "Lease"), which Lease was assigned by Ward

to the Travers pursuant to an Assignment of Lease dated November

39, 1988, which was executed by the County, Ward and the Travers

conducted at 409 York Road in Towson. Ward Development Company

sought to acquire that location in order to complete assemblage

of the site for its Towson Commons project. The Travers ag. eed

to the 409 York Road acquisition by Ward upon the condition that

a suitable alternate Towson location be provided for the business. Ward leased the 208 York Road property for the

specific purpose of renovating the improvements and transfering

the property to the Travers for conduct of the Wilson Electric

Company business. This purpose is reflected on Page 4 of the

option to purchase the property with a purchase price of

\$497,100, less a credit not to exceed \$160,000 for the cost of

Lease under the caption "Sublease and Assignment".

My clients, Mr. and Mrs. Oliver S. Travers, are the

The business of Wilson Electric Company was previously

As also required by the Travers, the Lease contains an

THONER'S

EXHIBIT 21

Re: Item No. 71, Case No. 91-74-A

Petition for Parking Variance

TOWSON, MARYLAND OFFICE P. O. BOX 6705

401 WASHINGTON AVE.

TOWSON, MARYLAND 21285

() OTHER -

DAVID E BELCHER

DIRECT DIAL 301 576 4797

Dear Sir:

J. Robert Haines

Baltimore County

(copy attached).

renovating the property.

Zoning Commissioner

Office of Flanning & Zoning

Towson, Maryland 21204

PERMITS MAY BE APPLIED FOR @ ROOM 100, 111 WEST CHESAPEAKE AVENUE, TOWSON, MARYLAND 21204 - PHONE - 887-3900.

THIS REVIEW COVERS ONLY MAJOR ITEMS ASSOCIATED WITH THE SITE PLAN, A FULL REVIEW MAY BE CONDUCTED WHEN THE PERMIT APPLICATION AND PLANS ARE SUBMITTED.

APPLICABLE CODE: 1987 NATIONAL BUILDING CODES AS ADOPTED BY CONCIL BILL #158-88.

BALTIMORE COUNTY, MARYLAND

James E. Dyer

DATE: August 15, 1990 Zoning Supervisor

Shirley M. Murphy, Chief Bureau of Land Acquisition

SUBJECT: Petition for Parking Variance 208 York Road Our File: SP 9-157

description of the property.

We are forwarding herewith 10 copies of the plat requesting parking variance together with 3 copies of the

The variance advertising and posting is to be charged to Account Number \$2-001-070-7301-0412.

Petition for Parking Variance, and 3 copies of the

It will be appreciated if this request is expedited at your earliest possible convenience.

SMM:DMM:SJB:em Enclosures

SEMMES. BOWEN & SEMMES

J. Robert Haines October 18, 1990 Page 2

this County owned property and the Travers relocated the business of Wilson Electric Company, all in reliance on the County's ability to fulfill its commitments under the Lease. A failure to grant the requested variance for parking would, needless to say, result in very substantial practical difficulty and hardship both

Parking on the site is to be shared between Wilson Electric Company and the Baltimore County Office of Tourism. It is submitted that the joint parking plan is reasonable, is in harmony with the spirit and intent of the applicable offstreet parking requirements and will not in any way result in substantial injury to the public health, safety or general

Thank you very much for your consideration.

Respectfully,

David E. Belcher

cc: Zoning Plans Advisory Committee Attention: Julie Winiarski Shirley M. Murphy, Chief Bureau of Land Acquisition

> DETERMINATION OF STREET MILLIUNCA O EXHIBIT 28

Zoning Commissioner

Prior to the lease to Ward, 208 York Road was the location of the Bykota House which had been vacant for some time and had fallen into serious disrepair. Among other things, the roof of the building had collapsed and the several floors of the building were inundated with standing water. The site was a hazard and an eyesore. Both Ward and the Travers expended substantial sums in renovating the property which is now an attractive asset in the Towson community. At the time of the leasing of the property and at the time of the issuance of permits for the renovations, no objections were raised with respect to a parking deficiency. In fact, the Lease provides at Page 4 under "Parking Egress and Ingress" that the County will "provide adequate parking and ingress and egress from Susquehanna to the property".

Substantial funds were expended in the renovation of for the County and for the Travers.

Mr. and Mrs. Oliver S. Travers

THIS AGREEMENT, made this 30 th day of Crobel 1987, between Baltimore County, Maryland, a body corporate and policic, hereinafter called the Lessor, and WARD DEVELOPMENT COMPANY, ET AL., hereinafter called the Lessee.

PETITIONER(S) SIGN-IN SHEET

664 Bullean Ce 21093

Kand Granicalter

Rand alegueseties

16 12 45 164 25

4-6. 500

PLEASE PRINT CLEARLY

Thomas S Tracks

January College of Land

March Attendance

8 2 vos Characo

WITNESSETH: That subject to the terms, covenants and conditions hereof, the Lessor demises and leases unto Lessee the premises known and described as: 208 York Road (Former Bykota Facility), Towson, Maryland

USE/PURPOSE

The premises are to be used for the following purpose: Electrical Supply Outlet and/or Business Offices.

The term of the lease is two (2) years and commences on June 15, 1988 and ends on June 14, 1990.

RENT PAYMENTS

The rent and expense payments for services due by Lessee to Lessor from June 15, 1988 through June 14, 1990 are SIXTY THOUSAND TWO HUNDRED FORTY THREE DOLLARS AND SEVENTY FIVE CENTS (\$60,243.75) per annum, payable in equal monthly installments of FI'E THOUSAND TWENTY DOLLARS AND THIRTY ONE CENTS (\$5,020.31). Rental payments shall be payable at the office of the Lessor, during normal lusiness hours and shall be due on the 15th day of the month. Lessee shall complete all repairs and renovations prior to June 15, 1988. Lessee shall assume all liability for the property during renovations.

CANCELLATION

Lessee will, at the expiration or sooner termination of the term, deliver up the premises in the same condition they were in at the beginning of the tenancy, reasonable wear and tear, and such damages as cannot be attributed to the carelessness or neglect of the Lessee,

REPAIRS and ALTERATIONS

Lessee shall be responsible for making and paying for all repairs, alterations, additions, and/or improvements, without Lessor's written consent and all alterations, additions or improvements made by either of the parties hereto upon the premises shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

EXHIBIT 3A

SEMMES, BOWEN & SEMMES

ATTORNEYS AT LAW 250 WEST PRATT STREET BALTIMORE, MARYLAND 21201

> TELEPHONE 301-539-5040 FACSIMILE 301-539-5223 CABLE TREVLAC TELEX 87-478

October 18, 1990

TOWSON, MARYLAND OFFICE P. O. BOX 6705 401 WASHINGTON AVE. TOWSON, MARYLAND 21285

DAVID E. BELCHER

DIRECT DIAL 301 576-4797

J. Robert Haines Zoning Commissioner

Office of Planning & Zoning Baltimore County Towson, Maryland 21204

> Re: Item No. 71, Case No. 91-74-A Petitioner: Baltimore County, Maryland Petition for Parking Variance 208 York Road

Dear Sir:

My clients, Mr. and Mrs. Oliver S. Travers. are the principals of Wilson Electric Company which is now conducting a retail lighting business at the 208 York Road location. The Travers are lessees of the property under a Lease dated October 30, 1987, between the County and the Ward Development Company (copy attached) (the "Lease"), which Lease was assigned by Ward to the Travers pursuant to an Assignment of Lease dated November 39. 1988, which was executed by the County, Ward and the Travers (copy attached).

The business of Wilson Electric Company was previously conducted at 409 York Road in Towson. Ward Development Company sought to acquire that location in order to complete assemblage of the site for its Towson Commons project. The Travers agreed to the 409 York Road acquisition by Ward upon the condition that a suitable alternate Towson location be provided for the business. Ward leased the 208 York Road property for the specific purpose of renovating the improvements and transfering the property to the Travers for conduct of the Wilson Electric Company business. This purpose is reflected on Page 4 of the Lease under the caption "Sublease and Assignment".

As also required by the Travers, the Lease contains an option to purchase the property with a purchase price of \$497,100, less a credit not to exceed \$160,000 for the cost of renovating the property.

FIRE DAMAGE OR DESTRUCTION

If during the term of this lease the building is so damaged by fire or otherwise that the demised premises are rendered wholly unfit for occupancy and said demised premises cannot be repaired within sixty (60) days from the happening of such damage, then the Lessee shall have the option to declare this lease null and void from the date of such damage. In such cases, Lessee shall pay the rent apportioned to the time of damage and shall surrender to the Lessor, who may enter upon and repossess the premises. If the damage is such that the demised premises can be repaired within sixty (60) days thereafter, Lessor shall enter and repair with reasonable promptitude, and this lease shall not be affected except that the rent shall be suspended while such repairs are being made. In such case of a damage which shall not render the demised premises unfit for occupancy, this lease shall not be affected, but Lessor may enter upon, and shall repair the said premises with reasonable promptitude. In the event the premises are totally destroyed by fire and cannot be repaired within sixty (60) days, Lessor or Lessee shall have the option to declare the lease void.

UTILITIES AND SERVICES

Utilities and services shall be provided and paid as follows: Electricity/Gas Lessee Lessee Heating Fuel Lessee Lessee Janitorial Services Lessee Lessee Snow Removal Lessee Lessee Lessee Trash Removal Lessee Lawn Maintenance Lessee Lessee Air conditioning Lessee Lessee

Lessee

LESSEE'S LIABILITY

Painting

Lessee agrees to indemnify and save harmless the lessor from any and all liability, loss or damage they may suffer, as a result of claims, demands, costs, including attorneys' fees, or judgments against it which arise during the period of this lease and which result directly from the acts or omissions of Lessee or its contractors, employees or assigns in connection with the use and/or possession of the premises under this

AMENDMENTS

This agreement may be amended, but only in writing, signed and executed with all the formalities and signatures with which this agreement is signed and executed.



ACCESS AND INSPECTION

Lessor or its designated agent shall have the right to enter upon the leased premises at all reasonable times for the purpose of inspecting the same and for the purpose of making any required repairs to any part of the building structure, utility lines, or other repairs.

EMINENT DOMAIN

If the entire demised premises are taken or condemned for a public or quasi-public use under the power of eminent domain, or if such part of the premises is so taken or condemned so that the part not so taken or condemned is not adequate and suitable for Lessee's then existing operations, this lease agreement shall terminate and neither party shall have any further liability to the other. However, if a portion of the demised premises are taken or condemned for public or quasi-public use under the power of eminent domain, to the extent that Lessee is still able to continue its operations under this lease, then this lease shall not terminate but shall remain in full force and effect; however, the rent payable hereunder shall be reduced in proportion to the amount by which the area of the building on the premises is reduced.

BALTIMORE COUNTY CODE

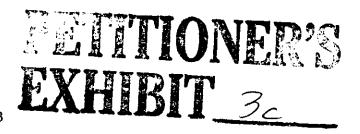
Lessor hereby expressly reserves the right and duty at all times, to exercise full governmental control and regulations with respect to all matters connected with the lease agreement.

ADVERTISING

And it is further agreed, that the term of this lease shall not commence and this agreement shall be null and void unless this agreement shall have been first advertised for three (3) successive weeks in a newspaper of the general circulation in Baltimore County providing for a period in which to submit objections in accordance with Section 2-1 (d) of the Baltimore County Code. Further, the term of this lease shall not commence and this agreement shall be null and void if objections are filed and it is determined by the Baltimore County Council that the objections should be sustained. Also, the Lessee further agrees to pay for advertising of this lease as hereinabove conditioned. It is further covenanted and agreed that this agreement is subject to approval and execution by the Baltimore County Executive or his authorized representative.

INSURANCI

The Lessee shall carry Owner/Landlord/Tenant (OLT) type liability insurance in the amounts of \$500,000.00/\$1,000,000.00 and shall furnish certificates of this insurance to the Lessor.



• PATTIONER'S EXHIBIT 4 A

CONSENT TO ASSIGNMENT OF LEASE

THIS AGREEMENT is made as of the 3022 day of November, 1988, by and among Baltimore County, Maryland, a body corporate and politic of the State of Maryland (hereafter the "County"), Ward Development Company, a Maryland corporation (hereafter "WDC"), and Oliver S. Travers, Jr. and Mary J. Travers (hereafter "Travers").

EXPLANATORY STATEMENT

The County and WDC have entered into an Agreement dated as of October 30, 1987 (hereafter the ("Agreement"), pursuant to which, among other things, WDC has leased from the County, with an option to purchase, the real property and improvements owned by the County and described as 208 York Road, Towson, Maryland (hereinafter the "Property"). A copy of the Agreement is attached hereto as Exhibit "A" and made a part hereof.

NOW THEREFORE, in consideration of the premises, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The County for itself, its successors and assigns, hereby consents to the assignment of WDC's interest as Lessee under the terms of said Agreement to Travers.
- Upon acceptance of such assignment,
 2. /Travers shall assume all the rights and obligations of
 WDC under the said Agreement including the right to exercise the

NOTICES

All notices required hereunder to the Lessor shall be sent to:
Baltimore County Department of Public Works
Bureau of Land Acquisition
Attn: Mr. L. T. Counts, Property Manager
111 West Chesapeake Avenue

All notices required hereunder to the Lessee shall be sent to:

Ward Development Company Attn: Mr. James J. Ward 540 E. Belvedere Avenue Baltimore, MD 21212

Towson, MD 21204

SUBLEASE OR ASSIGNMENT

Except with prior written consent of Baltimore County, Lessee shall neither transfer nor assign this agreement or any of its rights hereunder, nor sublet the premises or any part thereof or any property thereon, nor grant any interest, privileges or license whatsoever in connection with this agreement, other than to Wilson Electric Company.

RENEWAL OPTION

Lessee has an option to renew this lease one (1) time for a period of three (3) years.

PARKING EGRESS AND INGRESS

Lessor agrees to provide adequate parking and ingress and egress from Susquehanna Avenue to the property. Said designated parking, ingress and egress, shall be based on the engineering studies by Baltimore County and will be in the sole discretion of Baltimore County as to the number and location of the parking spaces, the width and location of the driveway entrance into Susquehanna Avenue and the width, length, and location of the aforesaid area of ingress and egress. At the time the aforesaid engineering studies are completed, a determination shall be made by Lessor at Lessor's sole discretion as to whether the aforesaid right of way shall be granted in fee simple or an easement granted for said purpose.

OPTION TO PURCHASE

Lessor offers to sell and convey to Lessee and hereby grants to Lessee the exclusive and irrevocable option to purchase the leased premises, together with the improvements thereon and all the rights, alleys, ways, privileges, and appurtenances belonging or in anywise appertaining thereto, at the appraised fair market value, at any time after the second year of this lease. Lessee's option to purchase shall



Option to Purchase set forth on Page 4 of the Agreement.

3. The parties hereto confirm that the term of the Lease is from June 15, 1988 through June 14, 1990 and that all rents and obligations of WDC to the County are current as of the date of this Consent to Assignment.

IN WITNESS WHEREOF, the parties have executed this instrument under seal as of the date first written above.

Suganne B. Main

WARD DEVELOPMENT COMPANY
Y: (SE
James J. Ward, III, President

ROBERT M. INFUSSI EXECUTIVE SECRETARY

BALTIMORE COUNTY, MARYLAND

BY: 12/18 (SEAL)

DENNIS F. RASMUSSEN, COUNTY EXECUTIVE

Suzanne B. Maerz

May Jon Taves (SEAL)

Mary J. Travers

APPROVED as to legal form and sufficiency:

Assistant County Attorney

PETITIONER'S
EXHIBIT 4 8

be exercised by a timely delivery to Lessor, at Lessor's address as set forth herein, of two (2) copies of the contract of sale executed by the Lessee as binding. Lessee's option to purchase must be exercised within 60 days prior to the end of the third year of this Lease. Settlement shall be held within sixty (60) days following the date of the exercising of the purchase option. If the option to purchase is not exercised within the third year of this lease, this option shall automatically cease and terminate, neither party shall have any further rights hereunder, at law or in equity, and this option to purchase shall be null and void, all without further action or documentation by either party.

PURCHASE PRICE: The purchase price which the Lessee shall pay the Lessor for the property, if the option to purchase is exercised within sixty (60) days prior to the end of the second year of this lease, shall be FOUR HUNDRED NINETY SEVEN THOUSAND, ONE HUNDRED DOLLARS (\$497,100.00), less the renovation cost, not to exceed \$160,000.00.

SETTLEMENT COSTS: Lessee shall pay all title examination fees, attorney's fees, conveyancing fees, notary fees and all other incidental settlement costs.

RENOVATIONS: Because of the poor condition of the property due to a recent fire, Lessee agrees to renovate the subject property. The renovation costs will amount to ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00). If Lessee elects not to renew the lease on the property all improvements will be assigned to the County. If Lessee exercises its options to purchase, the renovation costs shall be applied to reduce the purchase price.

TRANSFER TAXES: Lessee shall pay the cost of all documentary stamps and transfer charges required by Law.

The foregoing Agreement is hereby agreed and entered into by the Parties, as signified by the signatures of their representatives below, this 30 day of COLORS 1987.

WITNESS:

Robert M. Infussi, Sr.

BALTIMORE COUNTY, MARYLAND:

BY: Dennis F. Rasmussen

WITNESS:

BY: (SEAL)
James J. Ward, President

Baltimore County Executive

EXHIBIT 3F

APPROVED AS TO LEGAL FORM:

APPROVED: 10-27-87

Bureau of Land Acquisition

APPROVED AS TO LEGAL SUFFICIENCY:

Assistant County Attorney

10/26/87:ks

36



Baltimore County, Maryland

PEOPLE'S COUNSEL

ROOM 304, COUNTY OFFICE BUILDING

111 WEST CHESAPEAKE AVENUE

TOWSON, MARYLAND 21204

887*84:2188

PHYLLIS COLE FRIEDMAN

People's Counsel

PETER MAX ZIMMERMAN
Deputy People's Counsel

October 17, 1990

The Honorable
J. Robert Haines, Zoning Commissioner
1st Floor, County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

RE: Baltimore County, Maryland, Petitioner Case No. 91-74-A

Dear Mr. Haines:

People's Counsel's Entry of Appearance was filed in the above-captioned matter on October 4, 1990. Unfortunately, due to a conflict, we will not be able to attend the hearing. Please note that this does not constitute a withdrawal of appearance.

Sincerely yours,

Phyllis Cole Friedman
People's Counsel for Baltimore County

cc: Shirley M. Murphy, Chief Bureau of Land Acquisition

David E. Belcher, Esquire

PCF:sh

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